

1 THE HONORABLE THOMAS S. ZILLY  
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5  
6 UNITED STATES DISTRICT COURT  
7 FOR THE WESTERN DISTRICT OF WASHINGTON  
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9 BUNGIE, INC., a Delaware corporation,  
10  
11 Plaintiff  
12  
13 v.  
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15 AIMJUNKIES.COM, a business of unknown  
16 classification; PHOENIX DIGITAL GROUP  
17 LLC, an Arizona limited liability company;  
18 JEFFREY CONWAY, an individual; DAVID  
19 SCHAEFER, an individual; JORDAN GREEN,  
20 an individual; and JAMES MAY, an individual,  
21  
22 Defendants.

23 Cause No. 2:21-cv-0811 TSZ  
24  
25

26 **DECLARATION OF JEFFREY  
27 CONWAY IN SUPPORT OF  
28 DEFENDANTS' MOTION TO  
DISMISS**

29 **Note on Motion Calendar:**  
30 **July 1, 2022**

31 **Oral Argument Requested**

32 I, Jeffrey Conway, under penalty of perjury under the laws of the United States, state  
33 and declare as follows:

- 34 1. I am one of the individual Defendants in the above captioned matter and have  
35 knowledge of the facts stated herein.  
36 2. Prior to March 7, 2021, I was an Officer and Director of Defendant Phoenix  
37 Digital Group LLC. At present, I have no connection with, or interest in,  
38 Phoenix Digital Group LLC.  
39 3. I have never accessed any website owned, operated or controlled by Plaintiff  
40 Bungie, Inc.  
41 4. I have never played or otherwise participated in any computer game offered or  
42 otherwise made available by Bungie Inc., including "Destiny 2."  
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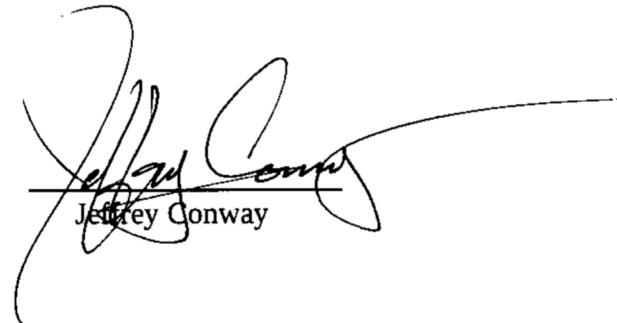
5. I have never downloaded, reviewed, read, “accepted,” “clicked-on” or otherwise agreed to the “Limited Software License Agreement” that Plaintiff Bungie Inc. asserts in this action.
  6. I have never consented to be bound by the terms of the “Limited Software License Agreement” that Plaintiff Bungie Inc. asserts in this action.
  7. I do not personally design, develop write or otherwise create software for providing advantages in playing computer games, otherwise referred to by Bungie as “cheat software.”
  8. I have never personally designed, developed writen or otherwise created software for providing advantages in playing computer games, otherwise referred to by Bungie as “cheat software.”
  9. I do not own property in the State of Washington, nor do I have any personal or business accounts in the State of Washington. I conduct no business in the State of Washington.

Dated June 9, 2022.

Jeffrey Conway

- 1       5. I have never downloaded, reviewed, read, "accepted," "clicked-on" or  
2              otherwise agreed to the "Limited Software License Agreement" that Plaintiff  
3              Bungie Inc. asserts in this action.
- 4       6. I have never consented to be bound by the terms of the "Limited Software  
5              License Agreement" that Plaintiff Bungie Inc. asserts in this action.
- 6       7. I do not personally design, develop write or otherwise create software for  
7              providing advantages in playing computer games, otherwise referred to by  
8              Bungie as "cheat software."
- 9       8. I have never personally designed, developed writen or otherwise created  
10             software for providing advantages in playing computer games, otherwise  
11             referred to by Bungie as "cheat software."
- 12       9. I do not own property in the State of Washington, nor do I have any personal  
13             or business accounts in the State of Washington. I conduct no business in the  
14             State of Washington.

15  
16       Dated June 9, 2022.



A handwritten signature in black ink, appearing to read "Jeffrey Conway". Below the signature, the name "Jeffrey Conway" is printed in a smaller, clean font.